

CONSENT AND AGREEMENT FOR ACCESS TO PROPERTY

Name(s) of Owners: _____

Email address of Owners: _____

Address of Property: _____

Melvin L. Stewart, Mary Lou Stewart, Kenneth L. Tuttle, M.D., Kenneth L. Tuttle M.D. P.C., Kenneth L. Tuttle as Trustee of the Kenneth L. Tuttle, M.D., P.C., Employee Pension and Profit Sharing Plan and Trust for Kenneth L. Tuttle, MBK Partnership, M.L. Stewart Inc. (collectively "the Respondents") and the U.S. Environmental Protection Agency (the "EPA") are parties to an Administrative Order on Consent for Removal Action and Streamlined Risk Assessment dated May 21, 2003 (the "Order"), under which Respondents have agreed to conduct the activities set forth therein and described in the Statement of Work attached thereto (the work to be conducted under the Order and the Statement of Work is referred to herein as the "Work")

I. ACCESS TO AGENCIES AND RESPONDENTS/PERMITTEES

A. I/we hereby give my/our consent and permission to the extent of whatever possessory interest I/we may have in the property and premises described above (the "Property"), and any appurtenances thereto,

1. to officers, employees, agents, authorized representatives and persons acting at the request of the EPA, Oregon Department of Environmental Quality, and other federal or State agencies (collectively, "Agencies") to enter the Property to engage in any activity related to the Work. This access is granted without Agencies being subject to the terms and conditions set forth below. For purposes of this broad grant of access to Agencies, "Agencies" as defined shall not include Respondents or officers, employees, agents, authorized representatives, or other persons acting at the request of the Respondents.

2. to officers, employees, agents, authorized representatives and persons acting at the request of the Respondents (collectively, "Permittees") to enter the Property to inspect and sample for hazardous substances and to perform necessary activities, which may include the removal of hazardous substances that have been released into the environment or which present a substantial threat of release. This access is subject to the terms and conditions

set forth below. For purposes of Permittees' access, "Permittees" shall not include, and no access is granted to, Respondents themselves, legal counsel for the Respondents, or any employee or contractor or agent retained solely for the purpose of participating in or testifying in or assisting in any litigation currently pending between any of the Respondents and Owner.

B. Access is granted for the Work. This may include, but is not limited to:

1. The taking of soil, water and air samples upon the Property as may be determined to be necessary;

2. The sampling of surface and groundwater upon Property;

3. The sampling of any solids or liquids stored or disposed of on the Property, or any containers, tanks, materials or other items suspected to contain hazardous substances located upon the Property, including the removal of such materials if necessary to perform laboratory testing; and

4. The taking of a removal action at the Property, which may include the removal, cleanup, elimination or stabilization of hazardous substances or materials containing hazardous substances.

II. TERMS AND CONDITIONS RELATING TO RESPONDENTS/PERMITTEES

A. The access granted to Permittees pursuant to this Consent and Agreement for Access to Property (this "Agreement") is subject to the following limitations and conditions:

1. This Agreement will expire 200 days from the date signed by Owner.

2. Permittees agree to operate heavy equipment on the Property, and to perform work within the residence on the Property, only on weekdays during the hours from 7:00 a.m. to 6:00 p.m.

3. Permittee will provide notice of the use of heavy equipment on the Property, or of desired entry into a home or structure on the Property, or of any Work that will disrupt access to the Property for more than fifteen (15) minutes by email at least twenty-four (24) hours in advance of such use or entry.

4. Permittees shall make reasonable efforts, in view of the nature of the Work, to minimize any interference with the use and enjoyment of the Owner's Property by Owner (or Owner's tenants, if applicable).

5. If Work will disrupt access to and egress from the Property for more than fifteen (15) minutes at any time, Owner and Permittees shall meet to identify a mutually acceptable time to complete the Work, and no such disruption shall occur until either that agreement is reached or EPA specifically directs that that work begin despite the disagreement.

6. Permittees shall promptly restore all site improvements, including, without limitation, landscaping and paving, to their preexisting conditions, consistent with the requirements of the Order. Respondents shall bear all costs of all such restorations. (This provision does not authorize Respondents to create new or enlarge existing disposal or storage sites on Owner's Property.)

7. Permittees shall be solely responsible for locating and avoiding all subsurface structures and utilities.

8. Permittees expect that based on the nature of the Work and the times that the Work will be performed, it will not be necessary to provide Owner with alternative accommodations. However, if the Work is disruptive enough in Owner's opinion to require Owner to move from Owner's home, Owner shall give email or written notice to Permittees of Owner's request for alternative accommodations. Upon receipt of such notice, Permittees shall respond within 24 hours and, if Permittees concur, shall find alternative accommodations within 48 hours of the notice for Owner, Owner's family, and Owner's pets (if applicable), which accommodations shall be approved by Owner and paid for by Permittees. If Permittees' response or suggested alternative accommodations are not satisfactory to Owner, Owner shall notify EPA.

9. Owners shall be added as additional insureds on the comprehensive general liability policy required to be maintained by the Supervising Contractor named in the Administrative Order on Consent for Removal Action and Streamlined Risk Assessment, U.S. EPA Region 10 Docket No. CERCLA 10-2003-0088, and provided with a certificate evidencing such coverage.

10. The Work will be performed in compliance with the Order and all attendant documents including, but not limited to, the Health and Safety Plan.

11. Respondents shall indemnify, defend and hold Owner and Owner's tenants (if applicable), invitees, licensees, or agents harmless from any and all claims for injury to persons or property to the extent they arise from the negligence or breach of this Agreement by Respondents, Respondents' Agents, or persons or entities employed by or contracted to Respondents or their Agents while such persons are performing Work on the Property pursuant to this Agreement.

12. Permittees shall require the Supervising Contractor to inform any subcontractors requiring access to the Property of the requirements of this agreement and will require compliance with all such requirements.

13. By entering into this Agreement, the parties make no admission of their liability or responsibility with respect to any contamination that may be at the Property, including without limitation, their liability or responsibility to conduct any investigation or to perform any cleanup of any contaminants discovered at the Property, and the parties waive no legal rights or defenses related thereto. The parties all hereby reserve any and all rights any of them may have against the others with respect to any contamination at the Property.

B. With respect to Work inside Owner's home, the following additional requirements shall apply:

1. No more than three individuals shall be allowed to enter Owner's home at any given time to conduct any Work without Owner's prior approval, which approval may not be unreasonably withheld, conditioned or delayed.

2. Permittees shall cause individuals entering Owner's home to conduct any Work either to remove their shoes or to wear protective coverings on their shoes sufficient to protect the home's floors or to preclude the tracking in of any contaminants or pollutants.

Dated: June _____, 2003.

AGREED:

Owners:

By: _____

By: _____

Respondents/Permittees:

By: _____

MBK PARTNERSHIP

By: _____

M. L. STEWART, INC.

By: _____

MELVIN L. STEWART

By: _____

MARY LOU STEWART

By: _____

KENNETH L. TUTTLE, M.D.

**Individually, on behalf of Kenneth L. Tuttle M.D. P.C.,
and as Trustee of the KENNETH L. TUTTLE, M.D., P.C.,
EMPLOYEE PENSION AND PROFIT SHARING PLAN
AND TRUST FOR KENNETH L. TUTTLE**